

ANAPOL SCHWARTZ, P.C.
1710 Spruce Street
Philadelphia, Pennsylvania 19103

CONTINGENT FEE AGREEMENT/POWER OF ATTORNEY

This is a binding legal document. Read it carefully before you sign it, and keep a copy for your records.

Date: _____

I/We, _____, hereby hire Nathaniel E.P. Ehrlich, Esquire of the law firm ANAPOL SCHWARTZ, P.C., to prosecute a claim against The National Football League. The claimant is _____ and the cause of action arose on or after September 30, 2009.

ANAPOL SCHWARTZ, P.C. has agreed, at my/our request, to represent me/us for the above specific claim without payment of any retainer or an hourly fee for the investigations and legal work they will perform. Counsel may not receive any compensation whatsoever, and may be required to wait a considerable period of time to receive any payment.

I/We hereby agree that out of whatever sum is obtained by settlement or verdict the attorney fee shall be one third of the net recovery reduced proportionally by any common benefit fee received by our lawyers. From the net balance remaining, I/we agree to pay the expenses of suit, including filing fees, costs to obtain records, deposition costs, investigation fees, cost of witnesses, including expert witnesses and consultants to ensure Medicare/Medicaid compliance and costs for trial.

Pursuant to this agreement, said attorneys shall represent me/us and may institute suit on my/our behalf when, and if, they believe suit should be instituted.

I/We are aware that John Lorentz, Esquire will receive a referral fee out of the total attorney's fee from ANAPOL SCHWARTZ, P.C. for acting as cooperating counsel. I/We understand that the payment of the cooperating counsel fee does not increase or affect the total contingent fee paid by me/us. I/We do not object to this division of fees.

I/We acknowledge that my/our attorneys have advised me/us that the relationship of attorney and client is based upon mutual trust and confidence and that they will endeavor to keep me/us advised of important developments in their representation of me/us. They have further advised me/us that I/we are free to communicate with them and ask them questions from time to time as appropriate.

It is further understood and agreed that upon notification to me/us (certified, registered or regular U.S. mail) said attorneys may withdraw as counsel in the event of me/our failure to cooperate if they conclude in their sole judgment that the claim cannot be successfully prosecuted by them. In the event the attorneys withdraw as my/our counsel, they agree that I/we will not be obligated to pay them for any professional services they have rendered.

I/We further agree that the notification to me/us shall be considered to take place upon mailing of said notification to the last address for me/us known to the attorneys in a pre-paid envelope deposited with the U.S. mail.

I/We hereby authorize said attorneys to pay medical bills on my/our behalf directly to the physician(s) or hospital(s) concerned.

I/We further agree that should I/we discharge said attorneys, my attorneys shall be entitled to immediate reimbursement of costs and disbursements and that I/we shall be liable to pay attorneys either a payment of a fee according to the above-agreed percentage of any settlement offers obtained prior to discharge or a payment based upon time actually expended or reasonably estimated at the attorney's prevailing rates for work performed prior to discharge. The obligation to reimburse ANAPOL SCHWARTZ, P.C. for attorney's fees and costs shall be payable immediately after discharge.

Both client and attorney acknowledge that an attorney is prohibited from revealing confidential information about a client unless the client consents. In that connection, client acknowledges that attorney and client will communicate with each other through the use of cellular telephone and will discuss matters, which may be confidential. The client hereby consents to said communications occurring on cellular phone, even though the client acknowledges that confidential communications between attorney and client may be intercepted by third parties and become public. Notwithstanding said facts, client instructs attorney to communicate with client by way of cellular telephone at any and all times subsequent hereto as desired by attorney.

With regard to e-mail communication, although most courts and the American Bar Association have concluded that e-mail can qualify as confidential communication, there is still a chance that you may be waiving these protections if you use e-mail to communicate with us regarding a legal matter. It is possible that an e-mail message could be intercepted or sent to the wrong person. If you choose to communicate with us via e-mail (and some clients do), you need to understand that you are taking these risks. You should definitely avoid transmitting highly sensitive information by unencrypted e-mail.

I/We hereby acknowledge that a copy of this document has been given to me/us and that I/we have been advised to retain it in my/our possession, and that I/we have read and understood the contents of this document before I/we signed it.

SHOULD NO MONEY BE RECOVERED BY SUIT OR SETTLEMENT, SAID ATTORNEYS ARE TO HAVE NO CLAIM OF ANY KIND AGAINST ME/US FOR ANY PROFESSIONAL SERVICES RENDERED.

Signature

Signature

Print Name

Print Name

Street Address

Street Address

City, State & Zip

City, State & Zip